

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Thomas W. Hofmann,

ORDER

Debtor.

Chapter 13, Case No. 17-42737 KHS

This case is before the court on the motion of PROF-2013-S3 Legal Title Trust IV, by U.S. Bank National Association, as Legal Title Trustee serviced by Fay Servicing LLC (Movant) for relief from the automatic stay. Pursuant to the agreement of the parties, the debtor is delinquent for the month of March 1, 2018 at \$454.12 and April 1, 2018 to June 1, 2018 at \$456.89 each month. In addition, attorney fees and costs of \$1,031.00 are due for a total of \$2,726.64. Further, pursuant to the agreement of the parties,

1. The debtor agrees to pay to Fay Servicing LLC, its successors or assigns, the sum of \$1,363.32 by certified check or money order made payable to Fay Servicing LLC on or before June 7, 2018. The debtor agrees to send the payment directly to Fay Servicing LLC at 3000 Kellway Dr Suite 150, Carrollton, TX 75006.

2. The debtor agrees to pay the remaining balance of \$1,363.32 by certified check or money order, by the debtor, directly to Fay Servicing LLC as follows: Six payments of \$227.22 beginning July 15, 2018 through December 15, 2018.

- a. The sum of \$227.22 on or before July 15, 2018;
- b. The sum of \$227.22 on or before August 15, 2018;
- c. The sum of \$227.22 on or before September 15, 2018;
- d. The sum of \$227.22 on or before October 15, 2018;
- e. The sum of \$227.22 on or before November 15, 2018;

f. The sum of \$227.22 on or before December 15, 2018.

3. The debtor agrees to pay his regular monthly post-petition mortgage payment to Fay Servicing LLC, its successors or assigns on the first day of the month, commencing July 1, 2018, and continuing each month thereafter.

4. If the debtor fails to make any of the above payments as and when due, the attorney for the movant, may serve a notice upon the debtor and the debtor's counsel, by first class mail, alleging the debtor failure to pay said payment. Unless the debtor cures the default within 7 days after service of said notice, the movant may file an Affidavit of Default with the court and may be entitled to relief from the automatic stay.

5. If a default letter becomes necessary, the debtor may be charged \$50.00 to be paid together with the default payment and late charge. The debtor shall tender the total amount due in the form of a cashier's check or money order made payable to creditor and a separate check payable to the movant's law firm for the \$50.00 attorney fee.

IT IS ORDERED: The motion is denied.

Dated: June 7, 2018

/s/ Kathleen H. Sanberg

Kathleen H. Sanberg
Chief United States Bankruptcy Judge